

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.3326 OF 2005

IN

SUIT NO.1877 OF 2005

...

Bank of Baroda ...Plaintiff

v/s.

Hemen M. Shah & ors. ...Defendants

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Mr.Nitin Nikam for the Plaintiff.

Mr.V.T.Bhagat i/b Vasant & Co. for Defendants Nos. 1
& 2.

Mr.H.N.Thakore i/b Thakore Jariwala & Associates for
Defendant No.3.

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CORAM: D.K.DESHMUKH, J.

DATED: 11TH JUNE, 2007

P.C.:

By consent of the Plaintiff and the Defendants Nos.1 & 2, motion is disposed of in following terms:-

(i) The Prothonotary & Sr.Master shall permit the Plaintiff bank to withdraw the amount of Rs.4 lakh which is deposited by the Defendants Nos.1 & 2 in this court pursuant to the order dated 20th December, 2005.

(ii) Defendants Nos.1 & 2 to take steps to settle the matter with the Plaintiff. In case within the period of six weeks from today the Defendant Nos.1 & 2 produce before the Prothonotary & Sr.Master a document showing that the suit between the parties is settled, the Prothonotary & Sr.Master shall place before the court for making order in terms of the settlement.

(iii) If no such document is produced within the aforesaid time of six weeks, this motion shall stand granted in terms of prayer clause (a) excluding

bracketed portion. In that event, the Defendants Nos.1 & 2 have agreed to be the agent of the Receiver. Therefore, the Receiver shall take only symbolic possession and appoint the Defendants Nos.1 & 2 as his agent to be in possession of the property on usual terms and conditions including royalty and security.

(iv) Till the Receiver takes possession, ad-interim order in terms of prayer clause (b) granted earlier shall continue to operate.

Motion disposed of.

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